

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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ARYEH GUTMAN, Individually and on Behalf of
A to Z HOLDING CORP, A to Z CAPITAL CORP.,
PAZ FRANKLIN COMPANY and WASHINGTON
GREENE ASSOCIATES,

03 CIV 1570 (BMC)

Plaintiffs,

-against-

ZALMAN KLEIN, DINA KLEIN, RODNEY CAPITAL
COMPANY, TOYV CORPORATION, ATLAS FURNITURE
MANUFACTURING CORP., A TO Z HOLDING CORP.,
A TO Z CAPITAL CORP., PAZ FRANKLIN COMPANY,
and WASHINGTON GREENE ASSOCIATES,

Defendants.

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**DECLARATION OF ZALMAN KLEIN
PURSUANT TO ORDER
DATED FEBRUARY 23, 2016**

ZALMAN KLEIN declares as follows, pursuant to 28 U.S.C. § 1746:

1. I am a judgment debtor in this action, and make this declaration pursuant to the

Court's order of February 23, 2016, directing me to file an affidavit affirming that I have

complied with this Court's orders and documenting that I triggered "the call option" with a

demand for reassignment.

2. I have complied with the Court's order by getting back the escrowed assignment
of my shares of 185 Marcy Corp., unencumbered by the assignment agreement. The escrowed
assignment was returned to me.

3. Plaintiffs' counsel incorrectly referred to a \$300,000 "call option" in my
agreement with the judgment creditor. There is no "call option" – not for \$300,000 or otherwise
(**Exhibit A**, attached). There was no call option for me to trigger. The \$300,000 referred to in the

agreement is the amount provided for an optional extension to hold the assignment of my shares in escrow beyond October 15, 2018, for an additional three years, to allow me time to obtain judgments in state court more than sufficient to satisfy Washington Greene Associates' federal judgment.

4. Nonetheless, even given the factual error that there was a call option for me to trigger, it was clear to me that the Court wanted me to get back the assignment of shares being held in escrow, so that my shares would be unencumbered, and 185 Marcy Corp. could then issue the shares that had never been issued to me, for turnover to the Marshal for sale.

5. Accordingly, I advised Robert Rimberg, the attorney for Goldwasser Management, Inc. (GMI), that unless the shares were unencumbered by the escrowed assignment, by noon on February 16, 2016, the Court would find me in contempt and imprison me until I got the assignment back.

6. I have never met nor spoken with David Goldwasser, the principal of GMI. All negotiations by me were conducted with Mr. Rimberg for the original agreement and for the return of the escrowed assignment. Mr. Rimberg advised me that Goldwasser did not want me to go to prison for my current inability to satisfy the judgment outright, and agreed, on behalf of GMI and Washington Green Associates (WGA), to terminate the agreement and return to me the assignment being held in escrow by Mr. Rimberg.

7. At my request to Mr. Rimberg, both WGA and GMI have signed a declaration affirming their termination of the assignment agreement and the return of the escrowed assignment. EXHIBIT A, attached. Before I received the declaration, I was assured by Mr. Rimberg that David Goldwasser authorized the termination of the assignment agreement and the return of the escrowed assignment on behalf of WGA and GMI. That assurance was confirmed in

Mr. Rimberg's letter dated February 16, 2016 (EXHIBIT B), and is reconfirmed by WGA and GMI in the attached, countersigned letter (EXHIBIT C).

8. I believe that I have fully complied with the Court's order, which was based on the factual error that there was a \$300,000 call option that does not exist. I obtained the return of the escrowed assignment so that my shares are no longer encumbered and can be sold to satisfy Washington Greene's judgment, as requested in Washington Greene Associates' motion for a turnover of my shares, and as directed by the Court.

9. I did not willfully defy this Court's order. I stand ready to comply as best as I can with any direction of the Court, as I believe I have done to date.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on February 26, 2016



ZALMAN KLEIN